

Before the  
SOUTH CAROLINA PUBLIC SERVICE COMMISSION

In Re: Petition of )  
Seven Bridges Communications, LLC )  
For the Designation as an Eligible )  
Telecommunications Carrier )

Docket No. 2007-167C

PETITION FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS  
CARRIER IN THE STATE OF SOUTH CAROLINA

Seven Bridges Communications, LLC, pursuant to § 214(e)(2) and § 214 (e)(6) of the Act of 1934, as amended (the "Act")<sup>1</sup>, §§ 54.101 through 54.207 of the Rules of the Federal Communications Commission ("FCC")<sup>2</sup>, § 364.10(2) hereby petitions the South Carolina Public Service Commission ("Commission") for designation as an Eligible Telecommunications Carrier ("ETC") in exchanges served by, Verizon, Horry, and Farmers as described herein ("Designated Area") for the purpose of receiving universal service support. As demonstrated below, Seven Bridges Communications, LLC satisfies all of the statutory and regulatory requirements for designation as an ETC in the Designated Area. Furthermore, designation of Seven Bridges Communications, LLC in the designated area will serve the public interest. Accordingly, Seven Bridges Communications, LLC respectfully requests that the Commission grant this Petition.

I. Seven Bridges Communications, LLC

1. The company is a Limited Liability Company organized under the laws of the State of Delaware on December 23, 1999 under the name Seven Bridges Communications, LLC. The company currently holds a certificate in the State of South Carolina. The principal office of the Company is located at 3048 Cobblestone Drive Pace, Florida 32571.

2. Correspondance and Communications regarding this Application and ongoing company operations should be directed to:

Angie M Franco  
Operating Manager  
Seven Bridges Communications, LLC  
3048 Cobblestone Dr.  
Pace, Fl 32571  
Telephone: (850)-332-0667  
Fax: (850)-995-0165  
Electronic Mail: [angie.franco@mchsi.com](mailto:angie.franco@mchsi.com)

3. The Company has executed Interconnection Agreements with Verizon, Farmers and Horry and expects such documentation to be filed with the commission in due course. The interconnection Agreement covers resale services and UNEs. Company is also currently seeking negotiation for a commercial agreement with BellSouth. Company expects to begin serving Lifeline and Link-up eligible customers within Four (4) months after designation as an ETC by the Commission.
4. The Company will be providing local exchange and exchange access Services in South Carolina using a combination of unbundled network elements ("UNEs"), consisting of the local loop, ports and transport, provided by Verizon and resale of Verizon's services. The company is currently filing application for ETC in the following states: Florida, Montana, , Mississippi, and Alabama.
5. Seven Bridges Communications, LLC has not been denied designation in any jurisdiction where it has applied therefore.

6. Company will provide service to low-income residential customers in the States of Florida, Alabama, South Carolina, Mississippi, and Montana.

## II. Requested Designated Area

7. Seven Bridges Communications requests that it be Designated as an ETC in Verizon, Farmers, and Horry Service area. .

## III. Requirements for Eligible Telecommunications Service Designation

8. As set forth in § 214(e)(2) of the Act, the state commission “shall upon it’s own motion or upon request designate a common carrier that meets the requirements of [Section 214(e)(1)] as an eligible telecommunications carrier for a service area designated by the State commission.”<sup>4</sup> § 214(e)(2) of the Act further provides, in the case of areas not served by a rural telephone company, that the state commission shall designate more than one common carrier as a eligible telecommunications carrier, consistent with public interest, convenience and necessity. Upon designation as an ETC, the carrier shall be eligible to receive universal support in accordance with § 254 of the Act.<sup>5</sup>
9. The requirements for designation as an ETC set forth in § 214(e)(1) and 47 C.F.R. 54.501(d)(1) and (2) are that the carrier must be a “common carrier” and
  - (A) offer the services that are supported by Federal universal support mechanisms under section 254( c ), either using it’s facilities or a combination of it’s own facilities and resale of another carrier’s services (including the services offered by another eligible telecommunications carrier); and
  - (B) advertise the availability of such services and the charges therefore using the media of general distribution.<sup>6</sup>

10. Additional proposed requirements for ETC Designation were adopted by the FCC in the March 17, 2005 Order, which are codified at 47 C.F.R. 54.202(a)(1)-(5). The additional requirements provide that a carrier requesting ETC Designation as an ETC must:

- (A) Commit to provide service throughout its proposed Designated service area to all customers making a request for service 47 C.F.R. 54.202(a)(1)(i);
- (B) Provide service on a timely basis to requesting customers Within the applicants service area where the applicants network already passes the potential customers premises. (47 C.F.R. 54.202(a)(1)(i)(A));
- (C) Provide service within a reasonable period of time, if the Potential customer is within the applicant's licensed service area but outside its existing network coverage, if service can be provided at reasonable cost by:
  - (1) Modifying or replacing the requesting customer's equipment;
  - (2) Deploying a roof-mounted antenna or other equipment;
  - (3) Adjusting the nearest cell tower;
  - (4) Adjusting the network or customer facilities;
  - (5) Reselling services from another carrier's facilities to provide service; or
  - (6) Employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment. 47 C.F.R.54.202(a)(1)(i)(B).
- (D) Submit a five-year plan that describes with specificity Proposed improvements or upgrades to the applicant's network on a wire center-by-wire center basis throughout its proposed designated service area. Each applicant shall demonstrate how signal quality, coverage or capacity will improve due to the receipt of high-cost support; the projected start date and completion date for each improvement and the estimated amount of investment for each project that is funded by high-cost support; the

specific geographic areas where the improvements will be made; and the estimated population that will be served as a result of the improvements. If an applicant believes that service improvements in a particular wire center are not needed, it must explain its basis for this determination and demonstrate how funding will otherwise be used to further the provision of supported services in that area (47 C.F.R. 54.202(a)(1)(ii);

- (E) Demonstrate its ability to remain functional in emergency Situations, including a demonstration that it has made reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations (47 C.F.R. 54.202(a)(2));
- (F) Demonstrate that it will satisfy applicable consumer protection and service quality standards. A commitment by wireless applicants to comply with the Cellular Telecommunications and Internet Association's Consumer Code for wireless service will satisfy this requirement. Other commitments will be considered on a case-by-case basis (47 C.F.R. 54.202(a)(3));
- (G) Demonstrate that it offers a local usage plan comparable to The one offered by the incumbent LEC in the service areas for which it seeks Designation. (47 C.F.R. 54.202(a)(4)); and
- (H) Certify that the carrier acknowledges that the commission may require it to provide equal access to long distance carriers in the event that no other eligible tele-communications carrier is providing equal access within the service area. (47 C.F.R. 54.202(a)(5)).

11. Pursuant to the FCC's Order released August 10, 2000, section 214(e)(1)

of the Act does not require a carrier to provide supported services

throughout a service area prior to being designated an ETC.<sup>7</sup>

IV. Seven Bridges Communications, LLC SATISFIES THE REQUIREMENTS SET FORTH IN SECTION 214 (E)(1) AND C.F.R. 54.501 (D)(1) AND (2) FOR DESIGNATION AS AN ETC TO SERVE THE DESIGNATED AREA.

12. Seven Bridges Communications, LLC is a common carrier as that term is defined in the Act.<sup>8</sup> The Company is currently able to provide services in the State of South Carolina with the following Carriers: Verizon, Farmers, and Horry.

13. Seven Bridges Communications, LLC will offer all of the supported services enumerated under Section 254(c) of the “Act” using a combination of its “own facilities” and resale of another carrier’s services. The term “facilities” under 47 C.F.R. Section 54.201 is defined as “any physical components of the telecommunications network that are used in the transmission or routing of the services that are designated for support pursuant to subpart B of this part.”<sup>9</sup> 47 C.F.R. Sec. 54.201 (f) provides that “the term ‘own facilities’ includes, but is not limited to, facilities obtained as unbundled network elements....”<sup>10</sup> The Company’s use of Verizon’s UNEs meets this definition of “facilities.” Accordingly, the Company satisfies the requirement set forth in Section 214(e)(1)(A) of the Act.

14. The services are supported by Federal universal support mechanisms under Section 254 (c) are enumerated in the FCC’s rules.<sup>14</sup> These services are:

- a) Voice grade access to the public switched network.
- b) Local Usage
- c) Dual tone multi-frequency signaling or its functional equivalent
- d) Single party service or its functional equivalent
- e) Access to emergency services

- f) Access to operator services
- g) Access to interexchange service
- h) Access to directory assistance
- i) Toll limitation for qualifying low-income consumers.

15. The Company will provide the supported services as follows:

- a) **Voice Grade Access to the Public Switched Network.** The FCC has concluded that voice-grade access means the ability to make and receive phone calls, within a bandwidth of approximately 2700 Hertz within the 300 to 3000 range. There is no requirement to support high-speed data transmissions.<sup>15</sup> The Company meets this requirement by providing voice-grade access to the public switched telephone network (PSTN). Through its interconnection arrangements with BellSouth, all customers of the Company are able to make and receive calls on the PSTN within the specified bandwidth.
- b) **Local Usage.** Although the FCC requires an ETC applicant to demonstrate that it offers a local usage plan comparable to the one offered by BellSouth in the service area for which the applicant seeks designation, the FCC has not adopted a specific local usage threshold.<sup>16</sup> Swiftel offers unlimited local service permitting the customer to make an unlimited amount of local calls within his/her local calling area.
  - a. **Dual Tone Multi-Frequency ("DTMF")** is a method of signaling That facilitates the transportation through the network, shortening call set-up time. Swiftel, LLC currently uses out-of-band digital signaling and in-band multi-frequency signaling that it is functionally equivalent to "DTMF".
  - (d) **Single-Party Service.** Single-Party Service is telecommunications service that permits users to have exclusive use of a wire-line subscriber loop or access line for each call placed. Swiftel, LLC meets the requirement of single-party service by providing its customers with exclusive use of a wireline subscriber loop for each call placed, through its interconnection agreement with BellSouth.

16. The company will provide the supported services as follows (cont'd):

- (e) **Access to emergency services.** "Access to emergency Services" includes access to services, such as 911 and enhanced 911, provided by local governments or other public

safety organizations. 911 is defined as a service that permits a telecommunications user, by dialing the three digit code "911", to call emergency services through a public service access point (PSAP) operated by the local government. "enhanced 911" is defined a 911 service that includes the ability to provide automatic numbering information (ANI), which enables the PSAP to call back if the call is disconnected, and automatic location information, which permits emergency service providers to identify the geographic location of the calling party. "Access to emergency services" includes access to 911 and enhanced 911 services to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems. Swiftel, LLC currently provides all of it's customers with access to emergency services by dialing 911 through its interconnection agreement with BellSouth in satisfaction of this requirement.

(f) Access to operator services. "Access to operator services" is defined as access to any automatic or live assistance to a consumer to arrange for billing or completion or both of a telephone call. Swiftel, LLC meets this requirement by providing all of its customers with access to operator services provided by BellSouth through its interconnection agreement with BellSouth.

(g) Access to interexchange service. "Access to inter-Exchange service" is defined as the use of the loop, as well as that portion of the switch that is paid for by the end user to access an interexchange carrier's network. Swiftel, LLC meets this requirement by providing all of its customers with the ability to connect with the interexchange carrier of there choice.

(h) Access to Directory Assistance. "Access to directory Assistance" is defined as access to a service that includes, but is not limited to, making available to customers, upon request, information contained in directory listings. Swiftel, LLC meets this requirement by providing its customers with access to directory assistance by dialing "411" or "555-1212".

(i) Toll limitation for qualifying low-income customers.



Toll limitation service is defined as either “toll customers” or “toll blocking” services pursuant to 47 C.F.R. Sec. 54-400(d). Swiftel, LLC will provide the toll limitation service that BellSouth has the technological capability to provide. Currently, Swiftel, LLC provides toll blocking services to requesting lifeline eligible customers free-of-charge in those states where it currently serves Lifeline eligible customers.

17. The Company will advertise the supported services in media of general distribution as required in 47 U.S.C. Sec. 214(e)(1). Furthermore, the Company is in compliance with the outreach guidelines adopted by the FCC in its report and order and Further Notice of Proposed Rulemaking released April 29, 2004,<sup>17</sup> including 1) utilizing outreach materials and methods designed to reach households that do not currently have telephone service; 2) developing outreach advertising that can be read or accessed by any sizeable non-English speaking populations within a carrier’s service area; and 3) coordination of outreach efforts with governmental agencies/tribes that administer relevant government assistance programs.<sup>18</sup>
18. In States where the company is currently providing service as a designated ETC, the company advertises the availability of Lifeline and Link-up service via television advertisements. In addition, the Company has developed brochures in English and Spanish which are displayed in government agency offices and offices of organizations that provides services to low-income consumers, such as state departments of social service, housing offices, and food banks. Finally, the Company advertises

its services in newspapers and fliers in Native American communities and also works directly with some tribal coordinators. The Company's advertising plan is designed to provide notification of the existence of low-income programs to the widest possible audience. Swiftel will cooperate with the Commission and Public Counsel in their advertising and outreach efforts.

19. Many, if not all, of the additional requirements set forth in the March 17, 2005 Order and 47 C.F.R. 54.202(a) apply to wireless carriers or carriers requesting reimbursement from the federal high cost fund.<sup>19</sup> Nevertheless, Seven Bridges Communications, LLC will comply with all applicable requirements set forth in the March 17, 2005 Order and adopted by the Commission, and addresses each requirement as follows:
20. Seven Bridges Communications commits to provide service throughout its proposed designated service area to all customers making a reasonable request for service.
21. Seven Bridges Communications will provide service on a timely basis within its designated service area. As Seven Bridges Communications does not own, operate or manage a network, whether Seven Bridges Communications is able to serve a particular subscriber is dependant on where Verizon's network is located or where Verizon builds out its network. Service outside of Verizon's existing network coverage, in Seven Bridges Communications designation.

22. Seven Bridges Communications proposes to provide Lifeline and Link-Up services in the Service area where Verizon is a certified local exchange carrier. Verizon is not a rural carrier. Seven Bridges Communications does not request reimbursement from any state or federal high cost fund, thus, Seven Bridges Communications cannot provide a 5-year plan indicating how high-cost funding will be used.
23. The FCC has determined that Lifeline providers utilize Federal Universal Service support for the purpose it was intended when the carrier reduces the price of access to telecommunications services for the eligible customer by the amount of that support.<sup>20</sup> Seven Bridges Communications will pass through all applicable state and federal service discounts to its end-user customers, thus reducing the price of access to telecommunications services for the Lifeline and Link-Up eligible Customer.
24. Seven Bridges Communications invests in South Carolina's telecommunications infrastructure through payment of rates and charges to Verizon for services purchased or leased from Verizon, which rates and charges include costs for maintenance and upgrade of Verizon's facilities.
25. Seven Bridges Communications ability to remain functional in an emergency situation is dependant on that of Verizon, its underlying network based carrier, including the supply of reasonable amount of back-up power to ensure functionality without an external power source, ability

to reroute traffic around damaged facilities, and capability of managing traffic spikes resulting from emergency situations.

26. Seven Bridges Communications will comply with all applicable consumer protection and service quality standards in South Carolina.
27. Seven Bridges Communications offers a local usage plan with unlimited calling within the customer's local calling area for a flat monthly fee, which is comparable to the one offered by Verizon in the service area for which it seeks designation. The FCC did not adopt a specific local usage threshold in the March 17, 2005 Order, contemplating that such service would vary from carrier to carrier.<sup>21</sup>
28. Seven Bridges Communications certifies that it acknowledges that the South Carolina Public Service Commission may require it to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access with the service area.

V. Seven Bridges Communications Proposed Lifeline Service Rates and Charges and Tariffed Regulations

A. Lifeline and Link-Up Discounts

29. Seven Bridges will pass through all federal and state mandated service support<sup>22</sup> to its Lifeline and Link-Up customers, and may provide additional company discounts that encompass additional support required by state commissions, as follows:

B. Lifeline Support

Tier I – waiver of the Federal Subscriber Line Charge (SLC)	\$6.50.
Tier II -	\$1.75
Tier III -	\$1.75
<u>S Carolina Support</u>	<u>\$3.50</u>
	\$7.00

Total Support = \$13.50

30. Pursuant to 47 U.S.C. 54.411(a)(1)(2), Seven Bridges will reduce it's connection fee by ½ or \$30.00, whichever is less, and permit the customer to pay the remaining connection fee, up to \$200, over a 12 month period without interest.

31. Seven Bridges will comply with all applicable South Carolina regulations governing the provision of service to low-income consumers not eligible for Lifeline/Link-Up services.

C. Seven Bridges Communications Lifeline and Link-Up Rates

32. Swiftel proposes to provide basic local exchange service to Lifeline eligible customers for a monthly fee of \$14.00, after the service discounts are applied. Seven Bridges service connection fee, after reduction by \$30.00, is expected to be \$120.00, payable at \$10.00 per month over a 12 month period. The Lifeline and Link-Up eligible customer's telephone bill is expected to be \$24.00 per month for the first year of service and \$14.00 per month thereafter, plus all applicable taxes and surcharges. Seven Bridges Lifeline and Link-Up eligible customers pay \$24.00 per month for basic local service and service connection in all states that do not limit, by rule or order, the basic monthly service fee for Lifeline Service.

33. With respect to Seven Bridges service connection fee, Seven Bridges does not require customers who have been disconnected from Company's services, but are subsequently reconnected, to pay any remaining amount of the service connection fee. Customers who reconnect service with the Company are required to pay the past due bill and a \$30.00 reconnection fee.
34. Seven Bridges proposed Lifeline and Link-Up regulations to be included in its *price list* are attached.
35. Seven Bridges is aware that under § 364.105 F.S., the Company will be required to offer Lifeline subscribers, who no longer qualify for Lifeline service, local service at a discount of 70% off of residential rates for a period of one year after the date the subscriber ceases to be Lifeline qualified.

V. Carrier of Last Resort Obligations

36. Seven Bridges understands that a 'carrier of last resort' is obligated to provide service to all customers within its service area making reasonable requests for service. While Seven Bridges is not seeking designation as a 'carrier of last resort' under § 364.025, South Carolina Statutes, Seven Bridges currently provides service to all Lifeline and Link-Up eligible customers requesting service in its designated service areas in all states where it is providing

telecommunications service, and commits to doing so in South Carolina.

37. Furthermore, Seven Bridges will provide high-quality, reliable service as required in Ch. 364.025(5) F.S. Seven Bridges service will live up to the Commission's standards and will be as reliable as Verizon's network will permit.

#### VI. Public Interest Analysis

38. In the March 17, 2005 Order, the FCC adopted, and encouraged the states to utilize, a cost-benefit analysis methodology of determining whether an application for ETC designation is in the public interest.<sup>23</sup>
39. According to the FCC, the public interest analysis should take into account the fundamental goals of preserving and advancing universal service; ensuring the availability of quality telecommunications services at just, reasonable and affordable rates, and the deployment of advanced telecommunications and information services to all regions of the nation, including rural and high-cost areas.<sup>24</sup>
40. Because the FCC's rules indicate that a state commission shall designate more than one ETC in an area served by a non-rural incumbent, the FCC indicated that the public interest analysis may be conducted differently, certain factors may be given more weight than others, and that state commission may reach a different outcome in applying the test to carriers serving in a non-rural area.<sup>25</sup> The FCC

also indicated that the public interest inquiry need not be as rigorous for carriers seeking ETC designation in non-rural carrier areas.<sup>26</sup>

41. The FCC's cost benefit analysis consists of the weighing and consideration of such factors as 1) the benefits of increased consumer choice; and 2) the advantages and disadvantages of an applicant's service offering.<sup>27</sup> Among the advantages may be that an ETC designation will permit consumers to be subject to fewer toll charges, and to obtain access to premium services, such as voice mail, call forwarding, three-way calling and call waiting. Disadvantages might include dropped call rates and poor coverage.<sup>28</sup>

VII. Seven Bridges Designation in Florida is in the Public Interest

42. Seven Bridges designation as an ETC in the State of South Carolina  
Fulfills the FCC's goals for the reasons set forth below:

A. Seven Bridges Designation will Lead to Increased  
Consumer Choice

43. Competitive Carriers do not often request ETC designation or offer Lifeline and Link-Up Services. Designation of Seven Bridges as an ETC will increase the low-income consumer's choice of carriers.

44. For those carriers who have been disconnected from Verizon or other competitive carriers for non payment of bills, Seven Bridges will provide an alternative to higher priced pre-paid local exchange carriers.

B. Seven Bridges Designation Would lead to  
Increased Subscribership



45. According to the FCC, in 2004<sup>9</sup> only one third of households eligible

For Lifeline and Link-Up service to subscribed to these programs, at a time when poverty rates were increasing.<sup>10</sup> Swiftel's aggressive advertisement of lifeline and link-up services, at a cost of approximately \$10,000.00 per state per month, ensures that a significant portion of the eligible population is aware of the availability of low-income telephone service programs. Increased awareness leads to increased subscribership in these programs for all carriers.

46. Seven Bridges customers generally have poor credit and have had service disconnected by BellSouth or another competitive local exchange carrier because of unpaid bills. These consumers may be without telephone service altogether because of an inability to bring their accounts current and comply with other requirements for being reconnected to the telephone network, such as the payment of a deposit and/or reconnection fee. Company removes significant barriers to telephone subscribership by providing service to all Lifeline and Link-Up eligible consumers within its designated service area without credit checks or the imposition of a deposit, and despite the customer having been disconnected by another carrier.

C. Company's Designation Would Result in a Significant Reduction in Toll Charges, thereby making Telephone Service More Affordable

47. Seven Bridges provides Toll Restriction services throughout its designated service area, free of charge, as required by the FCC's rules.

In addition, Seven Bridges customer service personnel are trained to and do actively educate Swiftel's potential customers on the benefits of toll limitation service in reducing the customer's telephone bill. Seven Bridges customer service staff recommends the use of prepaid long distance calling cards as an alternative to subscription to Interexchange telephone service. As a result, the majority of Seven Bridges customers choose toll restriction service and/or prepaid long distance telephone cards, which leads to affordable telephone service for the low-income consumer.

D. Company's Designation Would Make Premium Services Available to Low Income Consumers

48. Seven Bridges service offering includes premium services, such as Caller ID, Call Waiting and Three-Way Calling. Where economically feasible, Seven Bridges offers premium service to its customers free-of-charge for the first year of service.

E. Company's Procedures and Processes are geared toward the Low Income Customer

49. Seven Bridges bills its low income customers at the beginning of each month, when the customer is likely to have funds available for payment of bills. In addition, Swiftel keeps telephone service simple. Seven Bridges only offers flat rated, unlimited local exchange service and a few custom calling features. Seven Bridges does not up sell its low-income customers features and services the customer cannot afford. As a result, the customer pays one, consistent monthly rate.

VIII. Seven Bridges Designation will have Minimal Impact on the Federal Universal Service Fund or any State Universal Service Fund

50. Seven Bridges requests reimbursement from the low-income Division of the USAC only. Seven Bridges does not request reimbursement from any state Universal Service Fund, or from the High Cost Division of the USAC.

51. Seven Bridges typical customer is one that was previously a customer of another carrier, such as Verizon. Thus, Seven Bridges reimbursement from the USAC is transferred from previous carrier to Seven Bridges. The only increase in demand on the Federal Universal Service Fund would be for those consumers who subscribe to telephone service for the first time.

XI. Conclusion

52. For all the foregoing reasons, Seven Bridges respectfully requests that the South Carolina Public Service Commission grant this Petition for Designation as an Eligible Telecommunications Carrier for the Service areas designated herein.

Respectfully Submitted this 16 day of April, 2007.

Seven Bridges Communications, LLC

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Seven Bridges Communications, LLC  
Schedule of  
GENERAL REGULATIONS FOR EXCHANGE SERVICES  
Applying to the Local Exchange  
Services of this Company  
In the State of South Carolina

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Seven Bridges Communications, LLC ("Company") with Principal offices at 3048 Cobblestone Dr. Pace Florida 32571 for services furnished to residential customers within the State of South Carolina. This Tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued By:

Angie Franco  
Operations Manager  
3048 Cobblestone Dr.  
Pace, Fl 32571  
850-332-0667

Effective: March 1, 2007

CHECK SHEET

Current Sheets in the Tariff are as follows:

Sheet	Revision	Sheet	Revision
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
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18	Original		
19	Original		
20	Original		
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25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

\*Indicates Sheets included with this filing.

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Effective: March 1, 2007

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Effective: March 1, 2007

### APPLICATION OF TARIFF

Seven Bridges Communications, LLC (hereinafter "Company") has been authorized by the South Carolina Public Service Commission (PSC) to provide competitive local exchange services.

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential customers within the Company's authorized service area. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the South Carolina PSC.

Company provides Lifeline and Link-Up services to qualified low-income customers.

Issued By:

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Effective: March 1, 2007



- A. **Sheet Numbering** – Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new Sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right hand corner of the sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 Cancels the 3<sup>rd</sup> revised sheet 14. Because of various suspension periods, deferrals, etc., the most current Sheet number on file with the Commission is not always the Tariff Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2  
2.1  
2.1.1  
2.1.1.1  
2.1.1.1(A)  
2.1.1.1(A)(1)  
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2.1.1.1(A)(1)(a)(i)  
2.1.1.1(A)(1)(a)(i)(a)

- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated Check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on the same Sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular Sheet is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used as set out below to describe specific changes made to the original Tariff.

- |   |  |
|---|--|
| C | Indicates a changed listing, rule, or condition, which may affect Rates or charges   |
| D | Indicates discontinued material, including a listing, rate, rule or Condition  |
| I | indicate an increase   |
| M | Indicates that the material has been relocated to-another part of the Price list schedules with no change in text, rate, rule or condition |
| N | Indicates new material including listing, rate, rule or condition  |
| R | Indicates a reduction  |
| S | Indicates reissued matter  |
| T | Indicates a change in wording of text, but not a change in rate, rules or condition.   |

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## 1.0 DEFINITIONS

The following words and terms when used in this Tariff shall have the meaning set out by this section.

Advance Payment: A payment required before the start of service. An advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance payments will be applied to the first bill rendered by Company following implementation of services.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to service of the Customer or joint user.

Automatic Number Identification (ANI): The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.

Company or Name of Company: Seven Bridges Communications, LLC

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

ILEC: Incumbent local exchange carrier.

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Nonpublished Service: A directory listing service wherein-a Customer is not listed in the published directory or in the directory assistance database.

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1.0 – DEFINITIONS (CONT'D)

Non-Recurring Charge: The initial charges, usually assessed on a one-time basis, to initiate and establish service and other one time fees such as reconnection, late payment and NSF check charges as may be set forth in this Tariff.

Recurring Charges: The charges to a customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Residential Service: Telephone service provided to customers when the actual or obvious use is for domestic purposes.

Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this Tariff, in which case the Service Commencement Date is the date on which the customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

Service Order: The written order for services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this tariff; except that the duration of the service is calculated from the Service Commencement Date.

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## 2.0 – REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

2.1.1.1 The Company undertakes to furnish local exchange Communications service pursuant to the terms of this Tariff.

2.1.1.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this Tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

2.1.1.3 The Services the Company offers shall not be used For any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.1.1.4 Company services may be connected to the services Or facilities of other communications carriers only when authorized by an in accordance with the terms and conditions of any tariffs or price lists of such other communications carriers.

2.1.1.5 The services of the Company are furnished for the Transmission of voice communications. Service is available twenty-four hours a day, seven days a week.

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## 2.0- REGULATIONS (CONT'D)

### 2.2 Shortage of Equipment or Facilities

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services may be provided using resale and/or leased services of the Incumbent Local Exchange Company.

### 2.3 Selection of Transmission

The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to part 68 of the FCC's Rules and Regulations and this Tariff.

### 2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

### 2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide service to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this tariff.

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**2.0- REGULATIONS (CONT'D)**

**2.6 Terms and Conditions**

- 2.6.1 Service is provided on a minimum term basis of at least one Month, using 24-hours per day for each day of the month. For purposes of this Tariff, a month is considered to have thirty days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
- 2.6.2 This tariff shall be interpreted and governed by the laws of The State of Montana and the Rules issued by the Montana Public Service Commission.

**2.7 Liability**

- 2.7.1 The liability of the Company for damages arising out of the Furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or the use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.7.2 The company shall not be liable for any delay or failure of Performance or equipment due to causes beyond its control; including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any

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civil or military authority; national emergencies;  
insurrections; riots; wars; unavailability of rights-of-way or

## 2.0- REGULATIONS (CONT'D)

materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- 2.7.3 The Company shall not be liable for any act or omission of Any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.7.4 The Company shall not be liable for any damages or losses Due to the fault or negligence of the Customer or due to the failure or mal-function of Customer-provided equipment or facilities.
- 2.7.5 The Company does not guarantee nor make any warranty With respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.7.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.7.7 The Company is not liable for any claims or loss or damages involving:

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2.7.7.1 Breach in the privacy or security of communications transmitted over the Company's facilities;

2.0- REGULATIONS (CONT'D)

2.7.7.2 Injury to property or injury or death to persons, Including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;

2.7.7.3 Any representations made by Company employees That do not comport, or that are inconsistent, with the provisions of this Tariff;

2.7.7.4 Any act or omission in connection with the provision of 911, E911 or similar services; or

2.7.7.5 Any non-completion of calls due to network busy conditions.

2.7.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.7.8.1 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused directly or indirectly by the installation, operation, failure to

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operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.0 – REGULATIONS (CONT'D)

2.7.8.2 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorneys fees, whether suffered, made, instituted or asserted, by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

2.7.8.3 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in rearranging for such facilities or services. Such facilities are provided subject to such degree of protection or non pre-emptability as may be provided by the other entities.

2.7.8.4 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.7.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit

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equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

## 2.0 – REGULATIONS (CONT'D)

### 2.7 Liability (cont'd)

2.7.10 The entire Liability for any claim, loss, damage or expense From any cause whatsoever shall in no event exceed sums paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

2.7.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.7.12 With respect to Emergency Number 911 Service:

2.7.12.1 This service is offered solely as an aid in handling assistance calls in connection with Fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or any use of equipment and facilities furnishing this service.

2.7.12.2 Neither is the Company responsible for any infringement, nor invasion of the rights of privacy of any person or persons, caused or claimed to have

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been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features

2.0- REGULATIONS (CONT'D)

and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or The employees or agents of any one of them.

2.7.12.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

#### 2.7.13 Directory Errors

In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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## 2.0 – REGULATIONS (CONT'D)

## 2.8 Interruptions in Service

## 2.8.1 Adjustment of Bill Due to Interruption of Service

Pursuant to Commission Rule 38, when a Customer's telephone is reported or found to be out of order, it shall be restored to service as promptly as possible but, in the event it remains out of order in excess of forty-eight (48) consecutive hours after knowledge by the Company of the interruption, the Company will, upon request, refund to the Customer the pro rata part of that month's charges for the period of days during which the telephone was out of order. This refund may be accomplished by a credit on a subsequent bill for Service.

## 2.9 Obligations of the Customer

## 2.9.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with Tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- 2.9.1.1 the payment of all applicable charges pursuant to this Tariff;
- 2.9.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.1.3 providing at no charge, as specified from time to time by the Company any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.9.1.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide

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communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.9.1.3. Any and all costs associated with obtaining and maintaining the rights-of-way herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- 2.9.1.5 Providing a safe place to work and complying with all laws and Regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous materials (e.g. asbestos) prior to any construction or installation work;
- 2.9.1.6 complying with all laws and regulation applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which Customer is responsible under Section 2.9.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.9.1.7 not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- 2.9.1.8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## 2.0- REGULATIONS (CONT'D)

### 2.10 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purposes other than that for Which the Company provides it, without the prior written consent of the Company.

#### 2.10.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- 2.10.1.1 Using service to make calls that might reasonably be expected to frighten, torment, or harass another.
- 2.10.1.2 Using service in such a way that it interferes unreasonably with the Use of Company services by others

#### 2.10.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this Tariff. Fraudulent use consists of using or attempting to use service with the intent to Avoid the payment, either in whole or part, of the price listed charges for the service including but not limited to:

- 2.10.2.1 rearranging, tampering with, or making connections not authorized by this Tariff to any network components used to furnish service;  
or
- 2.10.2.2 Using fraudulent means or devices, tricks, schemes, false or invalid Numbers, false credit devices, or electronic devices.

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**2.0- REGULATIONS (CONT'D)****2.11 Payments****2.11.1 Customer Obligations**

- 2.11.1.1** The Customer shall pay outstanding charges in full within fifteen (15) days of the invoice date. Monthly recurring charges are invoiced on or about the first of the month for which the charges apply. Amounts not paid within fifteen (15) days after the date of the invoice are considered delinquent. Customers that pay sixteen (16) or more days after the date of the invoice will be assessed a late payment fee as set forth in Section 4 of this Tariff.
- 2.11.1.2** The Customer shall pay all charges for use of the service by Any persons whether or not authorized by the Customer, Except in those instances where it has been determined that The Customer's present and former employees, agents and Authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not Verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service To the extent such use is proximately caused by the Company's willful or negligent act.
- 2.11.1.3** Payments should be mailed to the Company's business office, located at 5624 Woodbine Rd PMB 260 Pace FL32571. Billing inquiries should be directed to the Company's customer service department at 877-759-9831.
- 2.11.1.4** If a Customer's payment is denied by a bank or other financial institution for non-sufficient funds (NSF), the Customer will be assessed the returned payment charge set forth in Section 4 of this Tariff. In addition, the Company may Require the Customer to make future payments with alternative payment methods, such as Money Orders, MoneyGram, debit or credit cards.

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2.0- REGULATIONS (CONT'D)

2.11 Payments

2.11.2 Disputed Bills

- 2.11.2.1 Pursuant to Commission Rule 6(D), the Company will make a full And prompt investigation of all complaints made to it by its customers, either directly or through the Commission. The Company Will keep a record of all complaints received, which record shall Show the name and address of the complainant, the date and character of the complaint, the adjustment or disposal thereof, and the Date of such adjustment and disposal. For purposes of this rule, The word "complaint" shall be construed to mean an objection to The application and/or computation of charges, facilities or service Of the Company made during office hours to an employee on duty.
- 2.11.2.2 Pursuant to the Commission Rule 10(B), in the event of a dispute Between the Customer and the Company respecting any bill, the Company will promptly make such investigation as required by the Particular case, and report the results of the investigation to the customer. When the amount to be paid is in question, the Customer may make a deposit with the Company covering the amount Of the disputed bill, whereupon the customer's service will not be discontinued pending settlement of the dispute. Upon settlement Of the dispute by any means permitted or provided by law, the balance, if any, due the Customer will be promptly repaid.
- 2.11.2.3 In the event a Customer and the Company cannot resolve a billing Dispute to their mutual satisfaction, the Customer may contact the Commission for assistance. The address and telephone numbers for The Commission is:

Public Service Commission of South Carolina,  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210  
Telephone No: 803-896-5100

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**2.0 – REGULATIONS (CONT'D)****2.12 Taxes, Charges and Fees**

In addition to the rates and charges described in this Tariff, the Customer may be Responsible for payment of taxes, charges or fees ordered by the Commission, the State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

**2.13 Deposits**

2.13.1 The Company does not collect deposits for local service.

**2.14 Advance Payments**

The Company does not collect advance payments.

**2.15 Refusal or Termination of Services****2.15.1 Refusal to Serve Customers**

Pursuant to Commission Rule 7, the company may decline to serve a customer or prospective customer under the following circumstances:

- 2.15.1.1 until he has complied with all state and/or municipal regulations governing the Service applied for and has also complied with the reasonable rules and regulations of the Company.
- 2.15.1.2 The Company may decline to serve an applicant for service, or materially Change the service of any Customer, if in its judgment, it does not have Adequate facilities to render the service applied for or the desired service is of such character that it is likely to affect unfavorably the service to other Customers; provided, if the Company is otherwise obligated to serve the applicant or change the service of the Customer, it will do so as soon as it may reasonably provide the adequate facilities.
- 2.15.1.3 The Company may refuse to serve a Customer if, in its best judgment, the Customer's installation of equipment is regarded as hazardous or of such character that satisfactory service cannot be given. This rule will not be construed as imposing any duty upon a Company to determine the safety or suitability of a Customer's installation of equipment for the use

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intended.

## 2.0- REGULATIONS (CONT'D)

### 2.15 Refusal or Termination of Services (cont'd)

#### 2.15.1 Refusal to Serve Customers (cont'd)

2.15.1.4 The Company may decline to serve any applicant who is indebted to the Company for the same kind of service as that applied for; provided, however, that in the event the indebtedness of the applicant for service is in dispute, the applicant will be served upon complying with the deposit required in Commission Rule 9, and, in addition, upon making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed account, the balance, if any, of such special deposit due the applicant will be promptly repaid.

2.15.1.5 In any case of a dispute concerning refusal of service, the Company should inform the Customer that he is privileged to lodge a complaint with the Commission concerning the matter if he chooses to do so.

#### 2.15.2 Insufficient Grounds for Refusal to Serve

The Company may not refuse to serve a present or prospective Customer for any Of the following reasons:

- 2.15.2.1 Delinquency in payment for service by a previous occupant (not of Of the same household as the present applicant) of the premises to be served.
- 2.15.2.2 Failure to pay for merchandise purchased from the Company.
- 2.15.2.3 Failure to pay for a different kind of Public Utility Service.
- 2.15.2.4 Violation of the Company's rules pertaining to operation of nonstandard equipment, which interferes with Service to others, or other services such as communications services, unless the Customer has first been notified and been afforded reasonable opportunity to comply with said rules; provided, however, that where a dangerous condition exists on a Customer's premises, Service may be refused or discontinued without notice.

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## 2.0 – REGULATIONS (CONT'D)

### 2.15 Refusal or Termination of Services (cont'd)

#### 2.15.3 Service Disconnections

Pursuant to Commission Rule 8:

- 2.15.3.1 The Company will not discontinue service to any Customer for violation of its rules and regulations nor for nonpayment of bills without first having used due diligence to give the Customer notice of such violation or delinquency and reasonable opportunity to comply with its rules and regulations or to pay his bills.
- 2.15.3.2 Service may be discontinued upon at least (5) five days written notice to The Customer by the Company by U.S. Mail, postage prepaid, to the known address of the Customer.
- 2.15.3.3 Service may be discontinued without notice for fraudulent, careless, negligent, or unlawful use of Service, or where a dangerous condition is Found to exist on the Customer's premises.
- 2.15.3.4 A Customer is permitted to pay any delinquent account at any time prior To the actual disconnection or turning off of service.
- 2.15.3.5 Notice of delinquency, as required in section 2.12.3.2 above, will be Considered to be given to the Customer when a copy of the notice is left With such Customer, left at the premises where service is provided, or Posted in the U.S. Mail, addressed to the Customer at his last known address.

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## 2.0 – REGULATIONS (CONT'D)

### 2.16 Reconnection of Service

2.16.1 When a service has actually been discontinued on account of the failure of the Customer to pay a delinquent account or for any other reason without fault of the Company, if the Customer desires the service to be restored at the same location, the Company will require the Customer to pay a reconnection charge as set forth in Section 4 of this Tariff.

2.16.2 Should the Customer request that the service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after hour charge for service reconnection.

### 2.17 Assignment

The Company may, without obtaining any further consent from the customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligation under this Tariff to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

### 2.18 Promotions

The Company may promote the use of a local service by offering a waiver of part or all of the recurring or nonrecurring charge, a redemption coupon, or a premium with the purchase of service. The promotion may be aimed at certain customers or to certain geographical locations.

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### 3.0 – LOCAL EXCHANGE SERVICES

#### 3.1 General

Local exchange Services provides the Customer with connection to the public switched telecommunications network. In addition, Local Exchange Service provides the Customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables the Customer to:

- 3.1.1 Connect with an ILEC's switching network to place or receive calls from other stations on the public switched telecommunications network in the local calling area;
  - 3.1.2 Receive calls from any calling station or telephone number, except for reverse bill Toll calls
  - 3.1.3 Access other services offered by the Company as set forth in this Tariff;
  - 3.1.4 Access certain interstate and international calling services provided by the Company;
  - 3.1.5 Access the Company's operators and business offices for service related Assistance;
  - 3.1.6 Access emergency services by dialing 0- or 9-1-1; and
  - 3.1.7 Access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal And State price lists pr price list, or which maintain other types of traffic exchange arrangements with the Company.
- 3.2 Timing of calls begins when the called station is answered, as determined by Standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or software utilizing audio tone detection. The Company does not bill for incomplete calls.

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## 3.0 – LOCAL EXCHANGE SERVICES (CONT'D)

## 3.3 Service Area

Services are provided throughout the State in the same service areas of ILEC's with whom Company has resale and/or Interconnection Agreements in effect. Services are provided subject to technical availability and compatibility with Customer facilities. Service, rates, and contract conditions may not be available in all areas. Company initially will provide service in Verizon's service area.

## 3.4 Service Descriptions

## 3.4.1 Standard Residence Line

The standard residence line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard residence lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

## 3.4.2 Custom Calling Service

3.4.2.1 Call Forwarding – Variable – a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dial able telephone number until the Customer deactivates the feature. If forwarded to a long distance number the subscriber will incur the long distance charges.

3.4.2.2 Call Waiting – Provides a tone /signal to a customer that has a call in progress, That another call has been placed to that Customer's telephone number. The Customer may elect to hold the first call, by use of the switchbook, and answer the second call; as well as alternate between calls by pressing the switchbook. The Customer may elect not to respond to the signal, and continue the original call. In locations where the Company has made it available, Call waiting may be deactivated prior to making an outgoing call, (ordering a call if the customer has Three-Way Calling).

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### 3.0 – LOCAL EXCHANGE SERVICES (CONT'D)

#### 3.4 Service Descriptions (cont'd)

##### 3.4.2 Custom Calling Features (cont'd)

- 3.4.2.3 Caller Identification – Number – allows for the automatic delivery of a calling party's telephone number (including Nonpublished and Nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on the customer provided equipment.
- 3.4.2.4 Caller Identification Blocking – Per Line and/or per call services will be offered with no monthly charges. A residential customer who chooses caller identification blocking – Per line will not be charged the non-recurring charge. A customer requesting line blocking will pay a non-recurring charge to reestablish line blocking.
- 3.4.2.5 Three-Way Calling – permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish connection to a different third party. The feature may be used on both outgoing and incoming.

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### 3.0 – LOCAL EXCHANGE SERVICES (CONT'D)

#### 3.4 Service Descriptions (cont'd)

##### 3.4.3 Toll Restriction

Provides for exchange access lines or trunks to be restricted from dialing billable Toll calls. Local directory assistance calls are allowed. This service is offered Subject to the availability of facilities to individual line residence, individual line Business and dial switching type customers. Provision of toll restriction does not Alleviate customer responsibility for completed toll calls.

Toll Restriction may include Billed Number Screening (BNS) for residential customers. BNS prohibits collect and/or third number billed calls from being charged to BNS equipped numbers. Some calls, originating from locations that Do not have screening capabilities, may not be capable of being intercepted and denied. These calls will be billed to the customer if completed.

Toll restriction is provided free of charge to lifeline eligible customers.

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3.0 – LOCAL EXCHANGE SERVICES (CONT'D)

3.5 Lifeline Program and Link-Up Service

3.5.1 Link-Up Service

[Reserved for future use.]

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3.0 – LOCAL EXCHANGE SERVICES (CONT'D)

3.5 Lifeline and Link – Up Service (cont'd)

3.5.2 Lifeline Assistance Program

[Reserved for future use.]

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## 4.0 RATES AND CHARGES

## 4.1 Basic Service

## A. Retail Service

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Installation of Local Line		\$150.00
Conversion of Local Line		\$150.00
Basic Monthly Service	\$21.00	

## B. Lifeline Service (After applicable discounts)

[Reserved for future use.]

## 4.2 Optional Features:

Set Up Charge		\$10.00*
Call Waiting	\$5.00	
Call Forwarding	\$5.00	
Three-Way Calling	\$5.00	
Caller ID	\$10.00	
Non-Published Service	\$5.00	
Toll Restriction	\$10.00**	

## 4.3 Package

All above features	\$29.00
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\*Note: The optional Feature Set Up Charge activates any one or all of these features. If ordered with initial service, no optional feature set up charge applies.

\*\*Note: Toll Restriction service is provided free of charge to Lifeline eligible Customers.

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## 4.0 – RATES AND CHARGES

## 4.4 Miscellaneous Charges

	<u>Nonrecurring Charge</u>
Change Telephone Number	\$20.00
Caller Identification Blocking Activation	\$10.00
Service at New Address	\$20.00
Reconnection Fee	\$20.00
Late Charge	\$10.00
Returned Payment Charge	\$25.00
Rush Order Charge	\$20.00
Toll Restriction Activation	\$10.00*

## 4.5 Directory Assistance

Per Call	\$2.00
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\*Toll Restriction services are offered free of charge to Lifeline and Link-Up Customers.

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## 5.0 – EXCHANGES AND LOCAL CALLING AREAS

### 5.1 Local Exchanges

Exchange access services are provided, subject to availability of facilities and equipment, in areas currently served by Verizon.

### 5.2 Local Calling Areas

The Company will provide service in Verizon exchanges. The local calling areas of Customers whose premises are located in the exchanges served by Verizon will be the same as Verizon's local calling areas.

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